

# ***PANOLA COUNTY SHERIFF'S OFFICE***

Office: 903.693.0333  
Fax: 903.693.9366

314 W. Wellington  
Carthage, Texas 75633



**Sheriff Kevin Lake**

November 19, 2020

The Honorable LeeAnn Jones  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge Jones,

Please add the following item(s) to the next scheduled meeting of the Panola County Commissioner's Court:

Please record the retirement of Albert Garza, Patrol Sergeant for the Panola County Sheriff's Office, effective November 19, 2020.

Sincerely,

A handwritten signature in black ink, appearing to be "K Lake", with a long horizontal line extending to the right.

Kevin Lake  
Sheriff

KL/lw  
CC: Jennifer Stacy  
Joni Reed

**Honesty, Integrity, Service**

## PERSONNEL CHANGE REQUEST

Name: JOSHUA BORN

Department: ROAD AND BRIDGE PCT 2

Position: DRIVER

New Position

(If applicable) \_\_\_\_\_

Current wage or salary

\$15.04

New wage or salary

\$17.24

Effective date of change

DECEMBER 21, 2020



Elected Official/Department Head

Signature

12-8-2020

Date Signed

December 1, 2020

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for Raymond Smith, Driver, for Panola County Road & Bridge Department, Pct.4, effective December 15, 2020 at 5:00 pm.

Melanie Earle

*Melanie Earle*

Road and Bridge

Warehouse Coordinator

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NOTICE OF PROPOSED INSTALLATION  
PIPE AND / OR UTILITY LINES

DATE 12 - 01 - 2020

TO : THE PANOLA COUNTY COMMISSIONERS COURT

c / o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

Eastex Telephone Co-op proposes to place a  
(COMPANY NAME)

BORING 1 1/2" line within the right-of-way  
(PIPE SIZE)

of County Road : 335 as follows :  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 5,600'.

From the intersection of Farm to Market 9 and County Road 335 (32.372626, -94.103086), travel west on County Road 335 for 3,400 feet to the start of work on the south side of the road. Work will begin here (32.372541, -94.114015) and continue west 350 feet where road will be bored from the south to the north side of the road (32.372488, -94.115351), then continue west on the south side of the road for 4,400 feet. At this point (32.373685, -94.129144) we will bore from the south to the north side of the road, work will then continue west another 800 feet (32.373548, -94.131707) where we will bore from south to the north side of the road where work will end.

The location and description of the proposed line and appurtenances is more full shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the

1st day of December, 2020

FIRM: EASTEX TELEPHONE CO-OP

BY: [Signature]

TITLE: STAKING REPRESENTATIVE

ADDRESS: P. O. BOX 1691  
WASKOM, TEXAS 75692

PHONE: ( 903 ) 687-3600

# APPROVAL

December 8, 2020

TO: Eastex Telephone Co-op

P.O. Box 1691  
Waskom, TX 75692

RE: **CR #335**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Boring 1 ½" line** within the right-of-way of County Road **#335** as shown by accompanying drawings and notice except as noted below.

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS:

Precinct #1	Ronnie LaGrone
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone





Measure distance

Click on the map to add to your path

Total distance 1.00 mi (1.62 km)

X

CR-335  
PR. 735  
E-20-11-4560





Measure distance  
Click on the map to add to your path  
Total distance 1.00 mi (1.62 km)





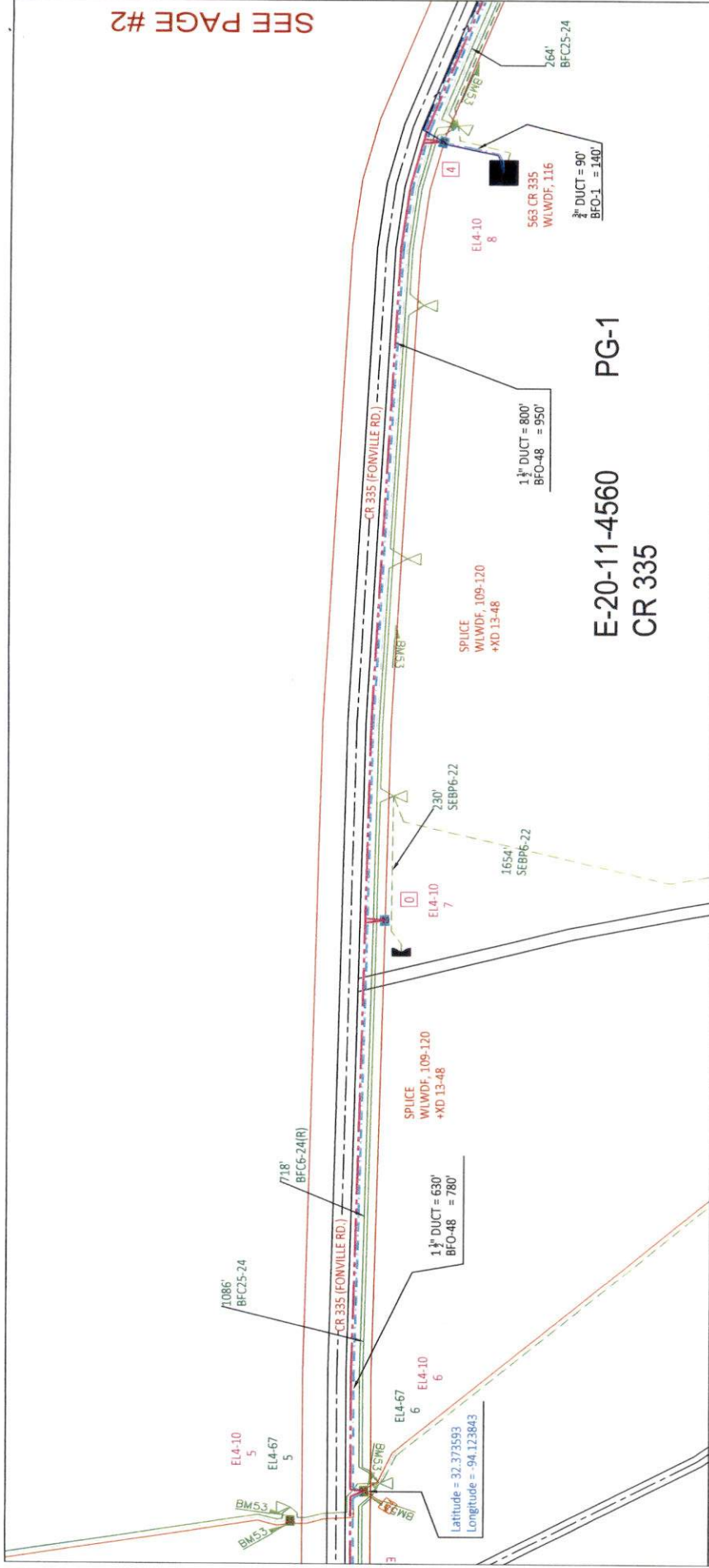
X

Measure distance

Click on the map to add to your path

Total distance 3,062.76 ft (933.53 m)



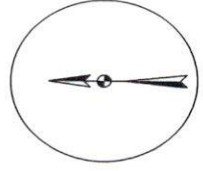


E-20-11-4560 PG-1  
CR 335

PED ID	HH ID	POLE ID	BD EX	BD	BFC	BFC	BFO	HH EX	HH PIN	HH PIN	SINGLE MICRO 14 / 10	BM-60 1.25"	BM-60 1.50"	4-WAY MICRO DUCT	7-WAY MICRO DUCT	FIBER POST W/GRD	FIBER POST	FIBER PROT 1803	COPPER PROT 1406	SEBP 6-22	GRD. ROD	#6 BARE	#6 INSUL
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



EXCHANGE: ELFD  
COUNTY PANOLA  
ROUTE  
EL4-10 HH 6  
BY: LARRY G  
JOB NO. 20-11-4560  
PROJ DESC.  
AS BUILT DATE

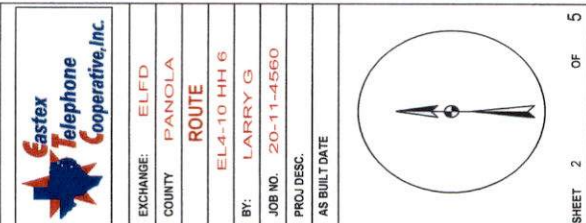




PG-2


SEE PAGE #1

SEE PAGE #1

[illegible]



PED	HH	POLE	BD	BD	BFC	BFC	BFO	HH	HH	HH	SINGLE	BM-50	BM-50	4-WAY	7-WAY	FIBER	FIBER	FIBER	FIBER	COPPER	SEBP	GRD.	# 6	# 6
ID	ID	ID	EX	EX				P/N	P/N	P/N	MICRO 14	1.25"	1.50"	MICRO DUCT	MICRO DUCT	POST WGRD	POST	PROT	PROT	PROT	6-22	ROD	BARE	INSUL
								1592	2700	/ 10														
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



**Castex**  
**Telephone**  
**Cooperative, Inc.**

EXCHANGE: **ELFD**

COUNTY: **PANOLA**

**ROUTE**

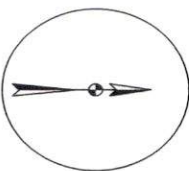
EL-4-10 HH 6

BY: **LARRY G**

JOB NO. **20-11-4560**

PROJ DESC.

AS BUILT DATE



SHEET 3 OF 5

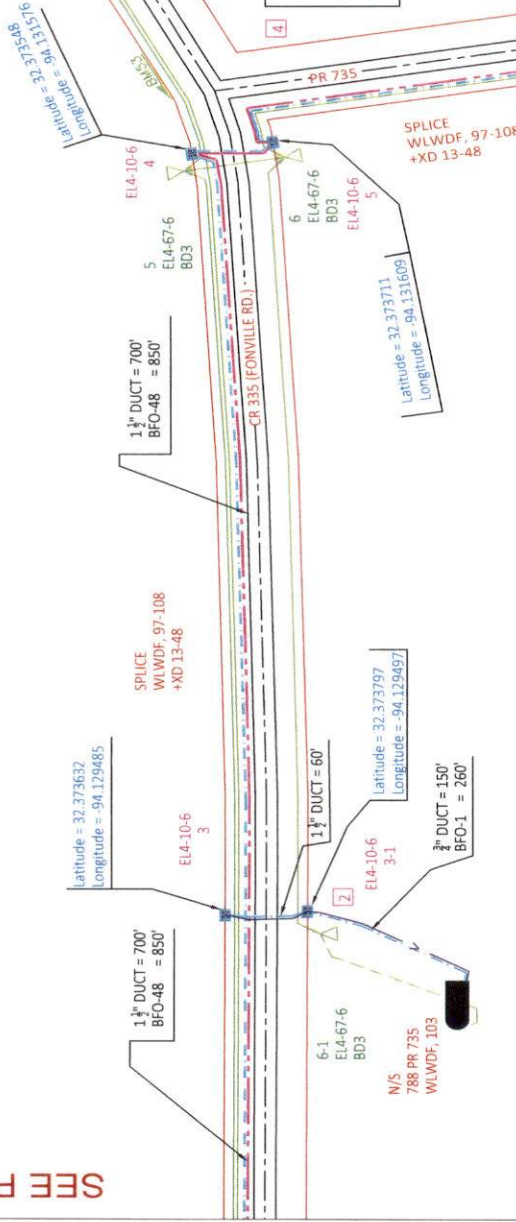


SEE PAGE #3

E-20-11-4560  
CR 335

PG-4

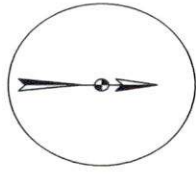
SEE PAGE #5



PED ID	HH ID	POLE ID	BD EX	BD	BFC	BFO	HH EX	HH PIN	HH PIN	SINGLE MICRO 14 / 10	BM-60 1.25"	BM-60 1.50"	4-WAY MICRO DUCT	7-WAY MICRO DUCT	FIBER POST WGRD	FIBER POST	FIBER PROT 1803	BFO DROP	COPPER PROT 1406	SEBP 6-22	GRD ROD	# 6 BARE	# 6 INSUL
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



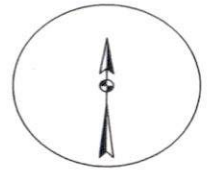
EXCHANGE: ELFD  
COUNTY: PANOLA  
ROUTE  
EL4-10 HH 6  
BY: LARRY G  
JOB NO. 20-11-4560  
PROJ DESC.  
AS BUILT DATE





**Eastex  
Telephone  
Cooperative, Inc.**

EXCHANGE:	ELFD
COUNTY	PANOLA
	<b>ROUTE</b>
	EL4-10 HH 6
BY:	LARRY G
JOB NO.	20-11-4560
PROJ DESC.	
AS BUILT DATE	





NOTICE OF PROPOSED INSTALLATION  
PIPE AND / OR UTILITY LINES

DATE 12 - 01 - 2020

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c / o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT

CARTHAGE, TEXAS

Formal notice is hereby given that:

Eastex Telephone Co-op proposes to place a  
(COMPANY NAME)

BORING 1 1/2" line within the right-of-way  
(PIPE SIZE)

of County Road : 312 and 3123 as follows :  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 1,275 feet.

From the intersection of Farm to Market 31 and County Road 312 (32.341381, -94.187954), travel west on County Road 312 for 6,050 feet to the start of work on the south side of the road (32.340147, -94.207117). Work will begin here and bore from the south to the north side of the road, work will then continue on the south side of the road, headed west, for 375 feet to the southeast intersection of County Roads 312 and 3123 (32.339751, -94.208214). Work will then continue south on the east side of County Road 3123 for 950 feet to the end of work (32.337264, -94.208072).

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the

1st day of December, 2020

FIRM: EASTEX TELEPHONE CO-OP

BY: [Signature]

TITLE: STAKING REPRESENTATIVE

ADDRESS: P. O. BOX 1691

WASKOM, TEXAS 75692

PHONE: ( 903 ) 687-3600

# APPROVAL

December 8, 2020

TO: Eastex Telephone Co-op

P.O. Box 1691  
Waskom, TX 75692

RE: **CR #312 & #3123**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Boring 1 ½" line** within the right-of-way of County Roads **#312 & #3123** as shown by accompanying drawings and notice except as noted below.

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.



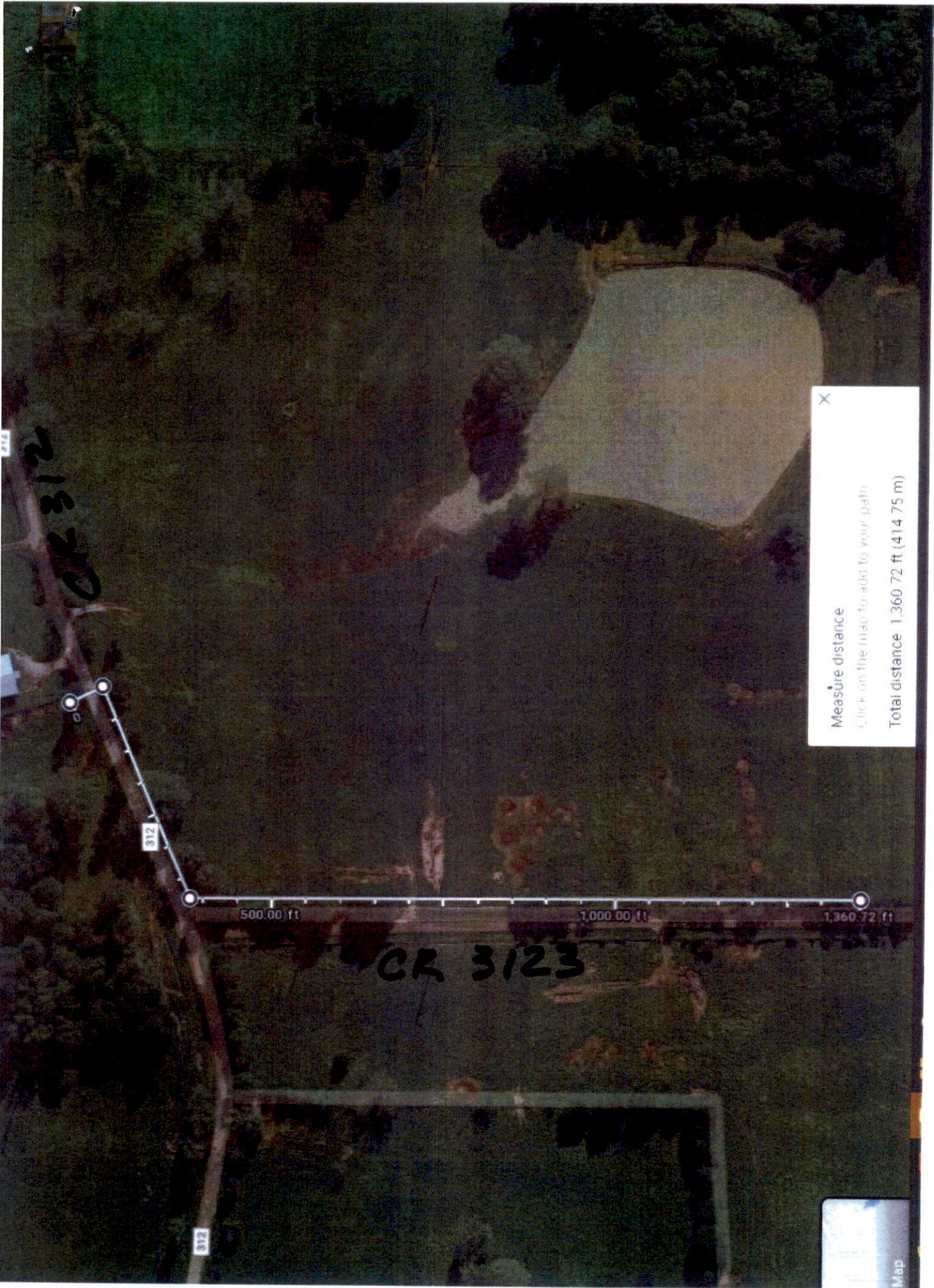
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS:

Precinct #1	Ronnie LaGrone
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone





X

Measure distance

Click on the map to add to your path

Total distance 1,360.72 ft (414.75 m)

CR 3123

CR 312

312

312

Map





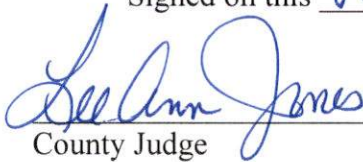




**PANOLA COUNTY**  
**2020**  
**BUDGET AMENDMENT #24**

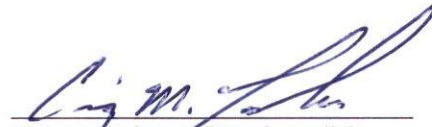
We hereby amend the Panola County Budget for the Fiscal Year 2020 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2020.

Signed on this 8th day of December, 2020.

  
County Judge

  
Commissioner Precinct # 1

  
Commissioner Precinct # 2

  
Commissioner Precinct # 3

  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 8th day of December, 2020 as the same appears on file in the office of the County Clerk of Panola County.

  
County Clerk



December 8, 2020



Panola County, Texas

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT15709 - #24 12-07-2020

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001257	2020 COUNTY BUDGET JAN...	435-OFFICE SUPPLIES	12/7/2020

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-435-53100</a>	OFFICE SUPPLIES & REPAIRS	435-OFFICE SUPPLIES	1,943.00	3,290.00	5,233.00
January: 274.17	April: 274.17	July: 274.17	October: 274.17		
February: 274.17	May: 274.17	August: 274.17	November: 274.17		
March: 274.17	June: 274.17	September: 274.17	December: 274.13		
<a href="#">100-435-54120</a>	INSURANCE/LIAB. FIRE ETC.	435-OFFICE SUPPLIES	1,500.00	-1,500.00	0.00
January: -125.00	April: -125.00	July: -125.00	October: -125.00		
February: -125.00	May: -125.00	August: -125.00	November: -125.00		
March: -125.00	June: -125.00	September: -125.00	December: -125.00		
<a href="#">100-435-54270</a>	CONFERENCES AND DUES	435-OFFICE SUPPLIES	2,000.00	-1,790.00	210.00
January: -149.17	April: -149.17	July: -149.17	October: -149.17		
February: -149.17	May: -149.17	August: -149.17	November: -149.17		
March: -149.17	June: -149.17	September: -149.17	December: -149.13		

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001258	2020 COUNTY BUDGET JAN...	407-CRAIG ELECTRIC LIGHT REPAIR	12/7/2020

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-407-53100</a>	OFFICE SUPPLIES & REPAIRS	407-CRAIG ELECTRIC LIGHT REPAIR	1,500.00	-1,000.00	500.00
December: -1,000.00					
<a href="#">100-407-54480</a>	CONTRACTOR SERVICES	407-CRAIG ELECTRIC LIGHT REPAIR	3,000.00	1,000.00	4,000.00
December: 1,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001259	2020 COUNTY BUDGET JAN...	409- CTY PORTION OF FREEZER FOR ANIMAL CONTROL	12/7/2020

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-409-54080</a>	CONTINGENCY	409- CTY PORTION OF FREEZER FOR ANIMAL C	23,427.00	-824.00	22,603.00
December: -824.00					
<a href="#">100-409-54870</a>	ANIMAL CONTROL	409- CTY PORTION OF FREEZER FOR ANIMAL C	60,636.00	824.00	61,460.00
December: 824.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001260	2020 COUNTY BUDGET JAN...	495-OFFICE SUPPLIES - INK	12/7/2020

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-495-53100</a>	OFFICE SUPPLIES & REPAIRS	495-OFFICE SUPPLIES - INK	2,400.00	500.00	2,900.00
December: 500.00					
<a href="#">100-495-54270</a>	CONFERENCES AND DUES	495-OFFICE SUPPLIES - INK	5,000.00	-500.00	4,500.00
December: -500.00					

Adjustment Number	Budget Code	Description	Adjustment Date
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# Budget Adjustment Register

Packet: GLPKT15709 - #24 12-07-2020

BA0001261 2020 COUNTY BUDGET JAN... 560- UNIFORMS

12/7/2020

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-560-53920</a>	UNIFORMS	560- UNIFORMS	12,000.00	6,000.00	18,000.00
December:	6,000.00				
<a href="#">100-570-54082</a>	JAIL BOARD-PRISONERS FOODE	560- UNIFORMS	139,500.00	-6,000.00	133,500.00
December:	-6,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001262	2020 COUNTY BUDGET JAN...	560-EQUIPMENT	12/7/2020

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-560-54540</a>	PARTS REPAIRS GAS AND TRAN	560-EQUIPMENT	258,729.71	-25,000.00	233,729.71
December:	-25,000.00				
<a href="#">100-560-55270</a>	FURNITURE & EQUIPMENT	560-EQUIPMENT	242,959.09	25,000.00	267,959.09
December:	25,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001263	2020 COUNTY BUDGET JAN...	570-EQUIPMENT	12/7/2020

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-570-54082</a>	JAIL BOARD-PRISONERS FOODE	570-EQUIPMENT	139,500.00	-5,000.00	134,500.00
December:	-5,000.00				
<a href="#">100-570-55270</a>	FURNITURE & EQUIPMENT	570-EQUIPMENT	6,000.00	5,000.00	11,000.00
December:	5,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001264	2020 COUNTY BUDGET JAN...	490-5 NEW AUTOMARKS	12/7/2020

## Summary Description: AUTOMARKS PURCHASED WITH HAVA SECURITY GRANT MONEY

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-330-41140</a>	ELECTIONS	490-5 NEW AUTOMARKS	-6,375.00	-31,825.00	-38,200.00
December:	-31,825.00				
<a href="#">100-490-55270</a>	FURNITURE & EQUIPMENT	490-5 NEW AUTOMARKS	4,050.00	31,825.00	35,875.00
December:	31,825.00				

# Budget Adjustment Register

Packet: GLPKT15709 - #24 12-07-2020

## Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2020	2020 COUNTY BUDGET JA	<a href="#">100-330-41140</a>	ELECTIONS	-6,375.00	-31,825.00	-38,200.00
		<a href="#">100-407-53100</a>	OFFICE SUPPLIES & REPAIRS	1,500.00	-1,000.00	500.00
		<a href="#">100-407-54480</a>	CONTRACTOR SERVICES	3,000.00	1,000.00	4,000.00
		<a href="#">100-409-54080</a>	CONTINGENCY	23,427.00	-824.00	22,603.00
		<a href="#">100-409-54870</a>	ANIMAL CONTROL	60,636.00	824.00	61,460.00
		<a href="#">100-435-53100</a>	OFFICE SUPPLIES & REPAIRS	1,943.00	3,290.00	5,233.00
		<a href="#">100-435-54120</a>	INSURANCE/LIAB. FIRE ETC.	1,500.00	-1,500.00	0.00
		<a href="#">100-435-54270</a>	CONFERENCES AND DUES	2,000.00	-1,790.00	210.00
		<a href="#">100-490-55270</a>	FURNITURE & EQUIPMENT	4,050.00	31,825.00	35,875.00
		<a href="#">100-495-53100</a>	OFFICE SUPPLIES & REPAIRS	2,400.00	500.00	2,900.00
		<a href="#">100-495-54270</a>	CONFERENCES AND DUES	5,000.00	-500.00	4,500.00
		<a href="#">100-560-53920</a>	UNIFORMS	12,000.00	6,000.00	18,000.00
		<a href="#">100-560-54540</a>	PARTS REPAIRS GAS AND TRANS. E	258,729.71	-25,000.00	233,729.71
		<a href="#">100-560-55270</a>	FURNITURE & EQUIPMENT	242,959.09	25,000.00	267,959.09
		<a href="#">100-570-54082</a>	JAIL BOARD-PRISONERS FOOD ETC.	139,500.00	-11,000.00	128,500.00
		<a href="#">100-570-55270</a>	FURNITURE & EQUIPMENT	6,000.00	5,000.00	11,000.00
<b>2020 Total:</b>				<b>758,269.80</b>	<b>0.00</b>	<b>758,269.80</b>
<b>Grand Total:</b>				<b>758,269.80</b>	<b>0.00</b>	<b>758,269.80</b>



Form #2201 Rev. 05/2020

Submit to:  
**SECRETARY OF STATE**  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

FILED FOR RECORD  
IN MY OFFICE  
AT 11:00 O'CLOCK A M   

**DEC 10 2020**

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

**Statement**

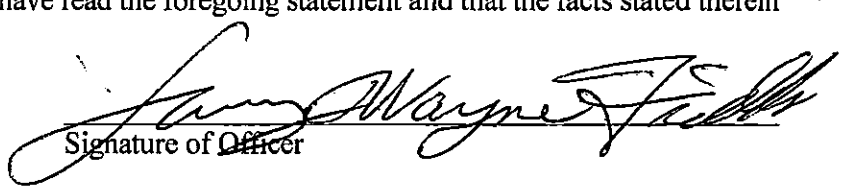
I, Larry Fields, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Justice of the Peace, Precincts #1 and #4

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: November 30, 2020

  
Signature of Officer



## OFFICIAL BOND AND OATH

Liberty Mutual Surety  
Attention: LMS Claims  
P.O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number: **999078571**

That we, Larry Fields  
of 206 County Road 404, Carthage, TX 75633 as Principal, and, The  
Ohio Casualty Insurance Company a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto  
the Panola County Judge and/or his/her  
successors in the penal sum of Five Thousand Dollars And Zero Cents  
(\$5,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 18th day of November, 2020

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,  
That whereas, the above bounden Principal was on the 11/18/2020, duly Appointed  
(elected/appointed) to the office of Justice of the Peace Pct. 1 & 4 in and for  
Panola County in the State of Texas, for a term commencing on the 1st day of December, 2020  
and ending December 1, 2021.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and  
shall (conditions) faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that  
comes into the justice's hands during the term of office.

then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against  
this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this  
bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,  
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Larry Fields

BY:

Larry Fields  
Principal

The Ohio Casualty Insurance Company  
Surety



Countersigned

BY:

Texas Resident Agent

BY:

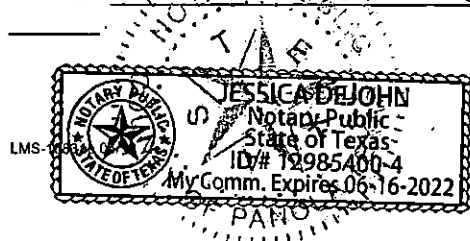
Attorney-in-Fact  
Carrie Thomas

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS  
County of Panola } ss

Before me, Jessica DeJohn, on this day, personally appeared, Larry Fields

, known to me to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal  
of office, at Panola County, Carthage, Texas, this the 30th day of November.



Jessica DeJohn  
Notary Public  
Panola County, Texas





# OFFICIAL BOND AND OATH

Liberty Mutual Surety  
Attention: LMS Claims  
P.O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
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KNOW ALL PERSONS BY THESE PRESENTS:

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successors in the penal sum of Five Thousand Dollars And Zero Cents  
(\$5,000.00) for the payment of which we hereby bind ourselves, our heirs, executors, administrators,  
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SIGNED, SEALED and DATED this 18th day of November, 2020.

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Panola County in the State of Texas, for a term commencing on the 1st day of December, 2020  
and ending December 1, 2021

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then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against  
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bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,  
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Larry Fields

BY:

Principal Larry Fields

The Ohio Casualty Insurance Company  
Surety

Countersigned

BY:

Texas Resident Agent

BY:

Carrie Thomas  
Attorney-in-Fact  
Carrie Thomas



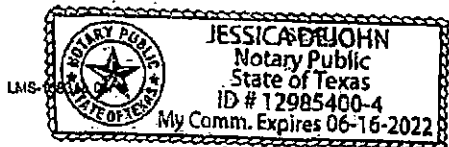
## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Panola ) ss

Before me, Jessica DeJohn, on this day, personally appeared, Larry Fields

known to me to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal  
of office, at Panola County, Carthage, Texas, this the 30th day of November,



Jessica DeJohn  
Notary Public

Panola County, Texas

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000.	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*\$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	\$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law."

\* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

\*\* In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.



**OATH OF OFFICE**  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL

Notary Public

County, Texas

**OATH OF OFFICE**  
(GENERAL)

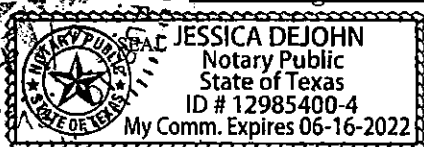
I, Larry Fields, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of

J.P. Pcts. #1 & #4 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me, at, Carthage

Texas, this 30 day of November, 2020



Notary Public

Panola County, Texas

THE STATE OF TEXAS

County of Panola } ss

The foregoing bond of Larry Fields as Justice of Peace, Pcts. #1 & #4 and for Panola County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

[Signature] Clerk  
County Court Panola

Date: December 8, 2020

[Signature] County Judge,  
Panola County, Texas

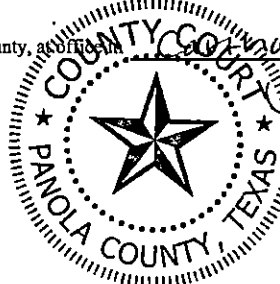
THE STATE OF TEXAS

County of Panola } ss

I, Bobbie Davis, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 18<sup>th</sup> day of November, 2020, with its certificates of authentication, was filed for record in my office the 10<sup>th</sup> day of December, 2020, at 11:00 o'clock A M., and duly recorded the 10<sup>th</sup> day of December, 2020, at 11:00 o'clock A M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at Carthage, Texas, the day and year last above written.

By \_\_\_\_\_ Deputy



[Signature] Clerk  
County Court Panola County



Figure: 28 TAC § 1.601(a)(2)(B)

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Ohio Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call:** Liberty Mutual Surety Claims **at** 206-473-6210

**Online:** [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)

**Email:** [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)

**Mail:** P.O. Box 34526 Seattle, WA 98124

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

**Call with a question:** 1-800-252-3439

**File a complaint:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Mail:** MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Ohio Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:** Liberty Mutual Surety Claims **al** 206-473-6210  
En línea: [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)  
Correo electrónico: [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)  
Dirección postal: P.O. Box 34526 Seattle, WA 98124

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439  
Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

## POWER OF ATTORNEY

Principal: Larry Fields

Agency Name: Richard H. Thomas Inc.

Bond Number: 999078571

Obligee: Panola County Judge

Bond Amount: (\$5,000.00) Five Thousand Dollars And Zero Cents

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Carrie Thomas** in the city and state of **Carthage, TX**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Company this 18th day of November, 2020.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Surety: National Bond Center  
350 E. 96th Street  
Indianapolis, IN 46240  
(888) 844-2663 Fax: (866) 547-4883

## TRANSACTION REPORT

<b>Transaction Date:</b> November 18, 2020	
<b>Preparer Name:</b> Carrie Thomas	<b>Agency Name:</b> Richard H. Thomas Inc.
<b>Preparer Email:</b> carrie@pattersonins.com	<b>Agency Code:</b> 973395
<b>Principal:</b> Larry Fields 206 County Road 404 Carthage, TX 75633	<b>Obligee:</b> Panola County Judge 110 S. Sycamore Carthage, TX 75633
<b>Underwriting Information:</b> Bond is freely written	
<b>Bond Information:</b>	
<b>Bond Number:</b> 999078571	<b>Effective Date:</b> December 1, 2020
<b>Bond Amount:</b> \$5,000.00	<b>Expiration Date:</b> December 1, 2021
<b>Renewal Type:</b> Renewable (by new bond)	<b>Cancel Days:</b> 30 Days
<b>Renewal Billing Method:</b> Direct Bill	<b>Class Code:</b> S113
<b>Renewal Term (Months):</b> 12	<b>Underwriting Paper:</b> The Ohio Casualty Insurance Company
<b>Renew Automatically:</b> Yes	<b>Bond Rating State:</b> Texas
<b>Description of Bond:</b> Justice of the Peace	
<b>Invoiced To:</b> Panola County County Auditors Office RM 213A, 110 S. Sycamore Carthage, TX 75633	
<b>Renewal Billing Information:</b> Panola County County Auditors Office RM 213A, 110 S. Sycamore Carthage, TX 75633	
<b>Remarks:</b>	
<b>Premium Information:</b>	
<b>Bond Premium:</b> \$100.00	
<b>Total Premium Due:</b> \$100.00	
This bond is a direct billed bond. It is the applicant's responsibility to ensure payment is received in full for this new business. Payment must be received within 20 days from the date this bond was issued. If payment is not received in full, this bond may be subject to cancellation. Bond(s) changes are available for your agency through <a href="https://agents.libertymutualsurety.com">https://agents.libertymutualsurety.com</a>	
<b>Mail Payment To:</b> Liberty Mutual Insurance Company 25761 Network Place Chicago, IL 60673-1257	

**PANOLA COUNTY INTERLOCAL AGREEMENT NO. 3  
FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

**THIS INTERLOCAL AGREEMENT NO. 3 FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS** (the "Agreement") is made by and between the County of Panola, a political subdivision of the State of Texas ("COUNTY"), duly acting herein by and through the Panola County Commissioners Court ("Commissioners Court") and Beckville Independent School District (hereafter referred to as the "ISD"), a Texas independent school district duly acting herein by and through its Board of Trustees; COUNTY and ISD may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

**RECITALS:**

**WHEREAS**, funding for this Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

**WHEREAS**, COUNTY has applied for and received an allocation of \$800,000 from the Coronavirus Relief Fund ("CRF") as a result of the CARES Act; and

**WHEREAS**, through this Agreement, COUNTY has provided a mechanism for local government entities and educational institutions located within the borders of PANOLA County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

**NOW, THEREFORE**, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
PURPOSE**

- 1.01 The purpose of this Agreement is to provide certain funding to ISD at a rate of \$75 per student in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein ("Purpose").



**ARTICLE 2**  
**TERM AND TERMINATION**

- 2.01 The term of this Agreement shall begin as of the date of the last signature set forth below and shall expire as of December 15, 2020 (the "Term"). COUNTY may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against COUNTY, upon written notice to ISD.

**ARTICLE 3**  
**LEGAL AUTHORITY**

- 3.01 ISD certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of ISD's governing body, authorizing the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

**ARTICLE 4**  
**CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES**

- 4.01 The Coronavirus Relief Fund ("CRF") was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of CRF funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
  - b) Public health expenses;
  - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
  - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;
  - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

- f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Such funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
  - b) Damages covered by insurance;
  - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
  - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
  - e) Reimbursement to donors for donated items or services;
  - f) Workforce bonuses other than hazard pay or overtime;
  - g) Severance pay; or
  - h) Legal settlements.

## **ARTICLE 5**

### **REIMBURSEMENT OF EXPENSES**

- 5.01 The maximum amount of funding that will be available to ISD for expenses which are eligible for reimbursement shall be calculated on a rate of \$75 per student utilizing 2020 student enrollment data, set out in the attached Exhibit A. All calculations performed under this Agreement to determine maximum funding available to ISD shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by ISD as of November 15, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 ISD is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 ISD shall prepare and submit a proposed budget, using the form in the attached Exhibit B, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to November 15, 2020. This budget will be reviewed and approved by the PANOLA County Auditor ("Auditor") within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit C, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by November 15, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 4, 2020, using the form in the attached Exhibit D. For purposes of this Agreement, a cost is "incurred" when ISD has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests and supporting documentation shall be submitted to the Panola County Auditor as indicated below. The final submission shall be on or before December 4, 2020.

By mail: Office of the Panola County Auditor  
ATTN: Jennifer Stacy  
110 S. Sycamore St., Rm. 213A  
Carthage, Texas 75633

Via email: [jstacy@co.panola.tx.us](mailto:jstacy@co.panola.tx.us)

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. ISD will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 4, 2020.
- 5.07 ISD shall make certain certifications relevant to this Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit E and incorporated herein for all purposes.
- 5.08 Before any funds are paid to ISD under this Agreement, ISD shall provide to COUNTY an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification completed in compliance with the Internal Revenue Code and its rules and regulations.



**ARTICLE 6**  
**FEDERAL FUNDING AND RETURN OF FUNDING**

- 6.01 ISD acknowledges that federal funds will be used to fund this Agreement. ISD will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and agrees that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 6.02 Should ISD fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, ISD warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement or after. ISD shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

**ARTICLE 7**  
**DISCRETIONARY PAYMENT OF FUNDS**

- 7.01 ISD acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

**ARTICLE 8**  
**PUBLIC INFORMATION**

- 8.01 Notwithstanding any provisions of this Agreement to the contrary, ISD acknowledges that COUNTY and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). ISD acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 ISD acknowledges that information created or exchanged in connection with this Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by ISD or any third party, and ISD agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. ISD will

cooperate with COUNTY in the production of documents or information responsive to a request for information.

## **ARTICLE 9**

### **COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS**

- 9.01 All records and expenditures are subject to, and ISD agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. ISD shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 9.02 If ISD expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e836745ab8300b4528f18a102f16e4fa&mc=true&node=pt2.1.200&rgn=div5#sp2.1.200.f>, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or ISD's obligations hereunder, ISD agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after ISD's receipt of the findings.
- 9.04 ISD shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by ISD will, at a minimum, identify the supporting documentation prepared by ISD to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

## **ARTICLE 10**

### **POLITICAL ACTIVITIES**

- 10.01 Unless specifically authorized to do so by federal law, ISD is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.

- 10.02 ISD officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, such funds may not be used to pay, on behalf of ISD or an officer or employee of ISD, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. ISD shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **ARTICLE 11**

### **REMEDIES AND INDEMNITY**

- 11.01 If COUNTY determines that ISD has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
  - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
  - iii) disallow claims for reimbursement not authorized by the CARES Act;
  - iv) wholly or partially suspend or terminate this Agreement; or



- v) in accordance with Section 6.02, require return or recapture of any funding provided.
- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.
- 11.03 TO THE EXTENT PERMITTED BY LAW, ISD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF COUNTY OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR DESIGNEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

## **ARTICLE 12**

### **SEVERABILITY**

- 12.01 If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## **ARTICLE 13**

### **AMENDMENT**

- 13.01 Any alterations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

**ARTICLE 14**  
**INTERPRETATION**

- 14.01 To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

**ARTICLE 15**  
**SURVIVABILITY**

- 15.01 Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

**ARTICLE 16**  
**SOVEREIGN IMMUNITY**

- 16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

**ARTICLE 17**  
**APPLICABLE LAW AND VENUE**

- 17.01 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, the CARES ACT, the U.S. Treasury Coronavirus Relief Fund Guidance, and any applicable guidance from the Federal Government or any Federal Agency related to the Coronavirus Relief Fund or the CARES Act. All obligations of the Parties created hereunder are performable in PANOLA County, Texas, and the state or federal courts in Panola County shall be the sole and exclusive venue for any litigation between the Parties relating to this Agreement.

**ARTICLE 18**  
**PRIOR AGREEMENT SUPERSEDED**

- 18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

**ARTICLE 19**  
**DELEGATION AND ASSIGNMENT**

- 19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part.

**ARTICLE 20**  
**NOTICES**

- 20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY:       Panola County Judge LeeAnn Jones  
                      110 S. Sycamore St., Rm. 216A  
                      Carthage, Texas 75633  
                      Email: [leeann.jones@c.panola.tx.us](mailto:leeann.jones@c.panola.tx.us)  
                      Fax: 903-693-2726

AND               Office of the Panola County Auditor  
                      Jennifer Stacy  
                      110 S. Sycamore St., Rm. 213A  
                      Carthage, Texas 75633  
                      Email: [jstacy@co.panola.tx.us](mailto:jstacy@co.panola.tx.us)  
                      Fax: 903-693-2726

TO ISD:           Beckville ISD  
                      Devin Tate, Superintendent  
                      P. O. Box 37  
                      Beckville, Texas 75631

**ARTICLE 21**  
**CURRENT REVENUES**

21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

**ARTICLE 22**  
**COUNTERPARTS**

22.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Agreement are effective as original signatures.

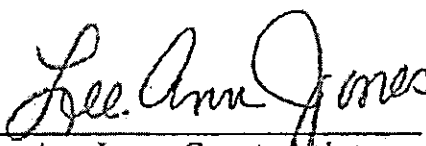
**IN WITNESS HEREOF, THE BECKVILLE INDEPENDENT SCHOOL DISTRICT AND PANOLA COUNTY** have made and executed this Agreement on the date of the last signature below.

**BECKVILLE INDEPENDENT  
SCHOOL DISTRICT**

  
President, Board of Trustees

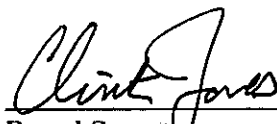
Date: 11/9/2020

**PANOLA COUNTY**

  
LeeAnn Jones, County Judge

Date: 10-13-2020

**ATTEST/SEAL:**

  
Board Secretary

Date: 11/9/2020



**EXHIBIT A**

<b>Independent School District</b>	<b>2020 Student Enrollment</b>	<b>Total Amount Available for Reimbursement</b>
Carthage ISD	<del>665</del>	<del>\$ 49,875.00</del>
Gary ISD		
Beckville ISD	665	\$49,875.00
Elysian Fields ISD		
Joaquin ISD		
Tenaha ISD		
Tatum ISD		
Panola Charter School		
Totals:		

**EXHIBIT B**  
**PROPOSED BUDGET SUMMARY**

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)  
County of Panola  
FY 2020

ISD: Beckville

Expenses Incurred Between: March 1, 2020 – November 15, 2020

*(Requires Prior County Approval)*

**Budget Amount \$** 49,875.00

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

**EXHIBIT C**

**PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT**  
**(Narrative Justification Must Be Attached)**

ISD: Beckville

ADDRESS: P. O. Box 37  
Beckville, TX 75631

Adjustment No.: \_\_\_\_\_

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

ISD Approval: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Panola County Auditor's Approval: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**INVOICE**

**(Please attach all supporting documentation)**

ISD: Beckville

ADDRESS: P. O. Box 37  
Beckville, TX 75631

Vendor No.: \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Invoice No.: \_\_\_\_\_

PROGRAM: Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)

PERIOD COVERED: March 1, 2020 – November 15, 2020

Budget Category	Current Invoice Amount	Expenses Submitted to Date	Less Payment Received	\$ Amount Due
Total Due:				

ISD Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Panola County Auditor's Approval: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT E

### CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Casay Travis, am the President of the Board of Trustees of Beckville Independent School District ("ISD"), and I certify that:

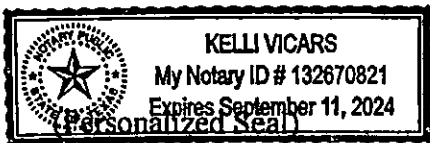
1. I have the authority on behalf of ISD to request grant payments from Panola County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to ISD.
3. I acknowledge that ISD should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the Panola County Auditor's Office, or designee.
5. I acknowledge and agree that ISD shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Agreement.
7. I acknowledge that ISD's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
  - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for ISD; and
  - c. were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020.

In addition to each of the statements above in this Exhibit E, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: Casey Travis  
Signature: *Casey Travis*  
Title: President, Board of Trustees  
Date: 11/10/2020

State of Texas       §  
                              §  
County of Panola    §

Sworn and subscribed before me on the 10 day November, 2020, by Kelli Vicars.



*Kelli Vicars*  
Notary Public Signature

## EXHIBIT F

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Beckville Independent School District, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, Beckville Independent School District, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Devin Tate

Signature: 

Title: Superintendent

Date: \_\_\_\_\_

## Enrollment by District of Residence

School Year: 2021

Campuses 001, 101

Program ID: SRG1800

Page: 16 of 16

All

6

## Cycle 6 Date Ranges

Campus	Track	Dates
001	01	04/12/2021 - 05/21/2021
101	01	04/12/2021 - 05/21/2021
	02	04/12/2021 - 05/21/2021

District of Residence	Campus	Student Count	% Total Enrollment:
Blank	001	266	
	101	245	
		511	76.84 %
092903	101	1	
		1	0.15 %
092906	001	1	
		1	0.15 %
102902	001	6	
	101	8	
		14	2.11 %
183902	001	38	
	101	54	
		92	13.83 %
183903	101	1	
		1	0.15 %
183904	001	3	
		3	0.45 %
201902	001	10	
	101	8	
		18	2.71 %
201910	001	18	
	101	6	
		24	3.61 %
Having District of Residence:		154	23.16 %
Blank District of Residence:		511	76.84 %
Total Enrollment:		665	

0 \*

665 \* x

75 =

49,875.00 \*

49,875.00 +

28,673.44 -

002

21,201.56 \*

2019 - 2020 Covid Expense  
to be submitted for  
Reimbursement

→

2020 - 2021 Covid Expense  
Balance

→

Expenses must be from